

AGREEMENT BETWEEN

THE

CITY OF HACKENSACK



AND

HACKENSACK I A F F

LOCAL 2081A, A.F.L. - C.I.O.

EMERGENCY MEDICAL TECHNICIANS

January 1, 2007 through December 31, 2009

## TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
A	Appendix A/Base Salaries	26
30	Dues Deduction/Agency Shop	20-21
36	Duration	24-25
9	Education	5-6
23	Failure to Answer Recall	18
18	Funeral Leave	16
1	General/Public Employees	1
26	Grievance Procedure	19-20
12	Holidays	7
17	Hospitalization/Dental Insurance	13-16
10	Hours of Duty	6
13	Injury Leave	7-9
28	Labor Requirements	20
16	Leave of Absence	11-12
7	Longevity	3-4
31	Management Rights	21-22
35	Miscellaneous	24
33	Out-of-Job Description Work	23
20	Overtime	17

## TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
19	Personal Day	16-17
34	Personnel Files	23-24
	Preamble	1
3	Probation Period	2
29	Protection of Property and Equipment	20
22	Recall and Beeper System	17-18
2	Recognition	1
15	Retirement	10-11
6	Salaries	2-3
4	Seniority List	2
14	Sick Leave	9
8	Uniforms	4
32	Union Activities	22-23
5	Vacancies and Promotions	2
11	Vacations	7
27	Working Rules	20

## **PREAMBLE**

THIS AGREEMENT entered into this 4<sup>th</sup> day of *SEPTEMBER* 2007, by and between the CITY OF HACKENSACK, New Jersey, hereinafter referred to as the "City", and the HACKENSACK EMERGENCY MEDICAL TECHNICIANS, IAFF, LOCAL NO. 2081A, A.F.L. - C.I.O., hereinafter referred to as the "Union".

## **ARTICLE 1 - GENERAL/PUBLIC EMPLOYEES**

### **1.1 GENERAL**

In order to increase general efficiency within the Fire Department, and specifically the Emergency Medical Technicians' Unit; to maintain the existing harmonious relationship between the City and its employees and to promote the morale, rights, well being, and sincerity of the Department, the City and the Union hereby agree as follows:

### **1.2 PUBLIC EMPLOYEES**

The Union and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

## **ARTICLE 2 - RECOGNITION**

2.1 The City of Hackensack hereby recognizes the Hackensack IAFF, Local No. 2081A, A.F.L. - C.I.O., as the sole and exclusive representative of all Emergency Medical Technicians employed by the City excluding fire fighters, police officers, office clericals, supervisors within the meaning of the Act, managerial executives, confidential employees and all other employees.

### **ARTICLE 3 - PROBATION PERIOD**

3.1 All employees shall serve a probationary period of twelve (12) months and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All employees who have successfully completed the probationary period shall be certified as permanent employees upon certification by the New Jersey Department of Personnel. The probationary period shall be considered part of the seniority time.

### **ARTICLE 4 - SENIORITY LIST**

4.1 The City shall will supply a list as certified by the New Jersey Department of Personnel regarding appointments only. The list is not to be used as a seniority list.

### **ARTICLE 5 - VACANCIES AND PROMOTIONS**

5.1 All vacancies, when they occur, shall be dealt with according to the Rules and Regulations of the New Jersey Department of Personnel.

### **ARTICLE 6 - SALARIES**

6.1 The base salaries for employees covered by this Agreement shall be as set forth in Appendix A.

6.2 The Fire Chief may assign two (2) EMT-D's to act as "Squad Leader" and "Assistant Squad Leader" who shall be assigned various additional duties, responsibilities and functions relative to the activities of the E.M.T. unit. The assignment or replacement of the "Squad Leader" or "Assistant Squad Leader" at any time shall be at the sole discretion of the Fire Chief.

The "Squad Leader" and "Assistant Squad Leader" shall receive an annual stipend as indicated below payable in December and pro-rated based upon the number of full months so assigned.

<u>Assigned</u>	<u>2007-09</u>
Squad Leader	\$2,500
Asst. Squad Leader	\$1,000

#### **ARTICLE 7 - LONGEVITY**

7.1 In addition to the salary ranges indicated, each employee will receive longevity pay of one (1%) percent for each two (2) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned two (2) years service credit on or before January 4, March 31, June 30 or September 30, in order to receive the added one (1%) percent longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as a result of a change in base salary for promotion, increment, wage increase or new position, the employee will receive a longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee last became employed on a full-time basis by the City. Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining the length of service.

7.2 All unit members hired after July 7, 1986, (effective date of 1985-87 contract execution) will receive 2% longevity pay for every four (4) years of service. The longevity pay for unit members hired before July 7, 1986, will remain as set forth in Article 7.1. There will be no maximum limitation on longevity pay for any unit member, regardless of hiring date.

7.3 Effective July 1, 2002, longevity shall be eliminated for new hires or interdepartmental transfers to the bargaining unit. The longevity pay for unit members hired before July 1, 2002, will remain as set forth in Articles 7.1 and 7.2.

#### **ARTICLE 8 - UNIFORMS**

8.1 Each member shall be responsible to provide and maintain his/her own work uniforms, which shall comply with departmental specifications, which have been recommended by the members and approved by the Fire Chief.

8.2 Each member shall be entitled to a uniform allowance as shown below, which allowance shall be paid in the month of December, pro rata upon the number of full months of employment in that calendar year.

**2007-09**  
**\$575**

8.3 If a member dies while actively employed, his estate shall receive payment for his pro rata earned uniform allowance.

8.4 The prescribed uniform or any part thereof shall not be worn while off duty except for ceremonial purposes.

## **ARTICLE 9 - EDUCATION**

**9.1** Possession of a valid New Jersey EMT-D Certification and a valid New Jersey driver's license is a requirement of employment.

**9.2** Each member of the bargaining unit must successfully complete all New Jersey State required courses and/or refresher courses necessary to maintain and continue his/her State Certification as EMT-D.

**9.3** Failure to maintain and continue the certification requirements for State Certification as an EMT-D and a New Jersey driver's license will be interpreted and accepted as a voluntary resignation of employment, except where reasons beyond the control of the employee exist.

**9.3(a)** If such reasons exist, the employee will not be permitted to work as an EMT-D until certification requirements are met in full. Such employee shall be considered on Leave of Absence without pay for a period not to exceed two (2) months. If full certification has not been obtained within the two (2) month period, said employee will be considered to have voluntarily resigned.

**9.4** The City shall not be responsible for notification to the members of his/her impending recertification or class scheduling but shall make reasonable schedule changes, at the member's request, to assist the members regarding class attendance.

**9.5** The City shall pay to each EMT-D a stipend each December, pro rata based upon full months of employment, to reimburse the employee for all costs necessary to maintain his/her Certification as an EMT-D. This stipend reimbursement, not a part of base salary, shall be used to cover all employee's costs such as tuition, books, fees, registration, travel, time spent, tolls, etc.



The stipend, as shown below, must first be approved by the Fire Chief, who will verify the EMT-D certification, before same is paid.

2007-09  
\$550

#### **ARTICLE 10 - HOURS OF DUTY**

10.1 The hours of duty shall be established by the City so that the average weekly hours of duty shall be forty (40) hours, exclusive of hours during which such members may be summoned and kept on duty because of an emergency.

#### **ARTICLE 11 - VACATIONS**

11.1 The City hereby agrees to provide a paid vacation in accordance with the following schedule based upon years of service completed:

<u>YEARS OF SERVICE COMPLETED</u>	<u>VACATION DAYS EARNED</u>
1 - 4	9 work days
5 - 9	10 work days
10 - 14	14 work days
15 - 19	16 work days
20 +	18 work days

11.2 Current practices of the City with respect to the scheduling of vacation days shall be continued for the duration of this Agreement as shown. Split vacations are subject to the Fire Chief's approval..

11.3 Vacation leave must be earned before it can be taken. Vacation earned in one year shall be credited to the employee on the first of the month following the employee's anniversary date as per past practice.

11.4 If a member of the unit dies while actively employed, his estate shall receive payment for his pro rata earned vacation benefit as outlined above.

#### **ARTICLE 12 - HOLIDAYS**

12.1 The City agrees to pay each EMT-D for holidays according to the following schedule. This annual payment shall be made in the month of December.

<u>2007</u>	<u>2008</u>	<u>2009</u>
Ten Days	Eleven Days	Twelve Days

12.2 It is understood by the parties in those cases wherein an EMT-D serves for less than a full calendar year he shall receive only a pro rata amount of his holiday pay.

12.3 If an EMT-D dies while actively employed, his estate shall receive payment for his pro rata earned holiday pay benefit as outlined above.

12.4 Members on sick leave for a continuous period of time in excess of thirty (30) calendar days shall not receive service credit for the computation of holiday pay for each thirty (30) day period of absence.

12.5 The value of each holiday shall be computed at 1/260 of the member's aggregate annual salary. Annual salary shall include base salary and longevity.

#### **ARTICLE 13 - INJURY LEAVE**

13.1 Whenever an employee subject to this Contract is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave with full pay, at the rate of pay in existence at the time of his injury, for a maximum aggregate period of one year commencing with the date of such injury, or until such time as he has been accepted for retirement by the Public

Employees Retirement Pension System. Any payments of temporary disability insurance by the City or its Workers' Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he shall be paid on the basis of his accumulated Sick Leave.

**13.2** Injury leave shall be granted provided the employee:

- a) Presents evidence that he is unable to work, in the form of a certificate from a reputable physician forwarded to the Fire Chief within forty-eight (48) hours of the injury.
- b) Reports when requested, for an examination by a physician appointed by the City.

**13.3** An employee on injury leave, must be available to be contacted during the hours which constitute his normal daily work schedule. Failure to be available will subject the employee to disciplinary action.

**13.4** All injury leaves shall terminate when the physician appointed by the City reports in writing that the employee is fit for duty.

**13.5** An employee will be removed from injury leave and charged sick leave:

- a) If the employee fails to report for a scheduled doctor's appointment.
- b) If in the opinion of the attending physician the employee is able to return to light duty and fails to do so.

**13.6** In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the

Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation or the final decision of the last reviewing court shall be binding upon the parties.

#### **ARTICLE 14 - SICK LEAVE**

**14.1** Sick Leave entitlement for all full-time employees shall be one (1) day per month in the first calendar year of employment and 1-1/4 days per month thereafter, accumulative, to be used for non-occupational injuries, illnesses or for the care for a reasonable period of time, of a seriously ill member of the employee's immediate family. Each sick day shall be computed and valued as one eight (8) hour leave period.

**14.2** A person absent because of sickness for more than one (1) day will be required to submit a licensed doctor's certificate.

**14.3** Sick leave with pay will not be allowed under the following conditions:

- a) If the employee, when under medical care, fails to carry out the order of the attending physician.
- b) If, in the opinion of the City physician, the employee is ill or disabled because of self-inflicted wounds, intoxication or the use of habit forming drugs.
- c) Sick leave shall not be allowed for such things as ordinary dental care or for non-medical professional services.
- d) More than one (1) work day sick without a doctor's certification.

## **ARTICLE 15 - RETIREMENT**

**15.1(a)** Upon retirement after twenty-five (25) years of service in the employ of the City, or upon disability retirement, an employee shall receive as terminal leave one hundred percent (100%) of salary of the accumulated Sick Leave. There shall be no limitation on the maximum payment.

**15.1(b)** The provisions of 15.1(a) shall not be applicable to employees hired from and after July 7, 1986. In the case of each such employee, he shall be entitled to 75% of his unused sick leave if he retires after twenty-five (25) years of service, except in the case of disability retirement wherein a minimum number of years of service shall not be required. The maximum amount to which any such employee shall be entitled under the provisions of this paragraph shall not exceed fifty percent (50%) of the final annual salary as defined in 15.2.

**15.2** On retirement, pursuant to the provisions of the contract, the accumulated Sick Leave payment shall be computed at 1/260th of the final annual salary. For purposes of computation, final annual salary shall be the base salary plus longevity pay.

**15.3** A retiring employee shall be permitted to take the lump sum retirement benefit in up to three installments, at the retiree's sole option. Said installments may be taken by the retiree, on the first pay of each quarter; however, not over a period in excess of eighteen (18) months from separation from service.

**15.4** If an employee dies while actively employed, his estate shall receive the applicable retirement leave benefit outlined in this Article.

15.5 The City of Hackensack may, at its sole discretion, buy back a portion of the accrued unused sick days of any employee who meets all of the following criteria:

1. 25 years or more of creditable service in his/her respective pension
2. Age 55 or older
3. 100 or more accrued unused sick days
4. Hired before the execution date of the 1985-87 contract (July 7, 1986).

15.6 The City shall not buy back days so as to deplete the employee's accrual of sick days below the level of 100 days on the date of the buy back.

15.7 The employee shall have the right to refuse the decision of the City to buy back a portion of his/her Sick Days.

#### **ARTICLE 16 - LEAVE OF ABSENCE**

16.1 The City Manager may grant permanent employees a leave of absence without pay for a period not to exceed one (1) year. A leave may be extended beyond one (1) year for exceptional circumstances upon the request of the City Manager and written approval of the New Jersey Department of Personnel.

16.2 An employee shall not accrue credit for vacation days, sick days, longevity pay, holiday pay, annual stipends or any other allowances, during a leave of absence without pay or during a suspension.

16.3 A leave of absence shall not disqualify an applicant for a promotional examination.

**16.4** Prior to commencing the Leave of Absence, an employee is responsible to discuss with his/her department head the status of his/her medical, dental and/or disability insurance and pension while on a Leave of Absence.

**16.5** Except for health insurance, other employment benefits shall be available to employees on family leave without pay as are available to employees on all other leaves without pay.

**Article 17 - Health Benefit Insurance Program - BC/BS or Approved Equal**  
**(Effective July 1, 2002)**

17.1 Effective July 1, 2002, all active Union members covered by this Agreement and eligible members of their families plus all eligible retirees\* with a retirement date subsequent to July 1, 2002 and eligible members of their families shall be entitled to the following coverage until the demise of the Association member:

\*Eligible retiree shall be any Union member who has 25 years service credit with the City and has been accepted by the PERS as a retiree subsequent to July 1, 2002 and continues to receive benefits under Special, Ordinary Disability or Accidental Disability Retirement. The 25-year pension credit is waived for disability retirees.

	<u>EMPLOYEE</u>		<u>SPOUSE</u>		<u>ELIGIBLE DEPENDENT</u>	
<u>Employee Status</u>	<u>Covered</u>	<u>BC/BS(1) Deductible</u>	<u>Covered</u>	<u>BC/BS(1) Deductible</u>	<u>Covered</u>	<u>BC/BS (1) Deductible</u>
Active (2)	Yes	250	Yes	250	Yes	250
Retiree - Medicare Ineligible (2)	Yes	250	Yes	250	Yes	250
Retiree - Medicare Eligible (3)	Yes	250	Yes	750	Yes	750

(1) Not applicable if covered by an H.M.O. or P.O.S.

(2) Deductible of \$250. per single person per calendar year. Deductible of \$500. per family per calendar year (two persons must satisfy a separate deductible).

(3) BC/BS only. HMO or P.O.S. coverage not provided.

17.2 Association members who retired prior to July 1, 2002 shall continue to receive the benefits provided by the applicable contract when they retired.

17.3 A Retiree who:

1. is covered by the City's Health Benefit Insurance Program and
2. is actively employed by another employer and
3. is covered by his current employer's Health Insurance Program,

shall submit all medical claims first to his current employer's Health Benefit Insurance Program as his "Primary" insurance carrier so long as he/she continues to be insured. The City's Health Benefit Insurance Program shall remain as his/her secondary coverage.



- 17.4 All coverage's provided by the City for Medicare eligible retirees and their eligible dependents shall be secondary to their Medicare coverage's.
- 17.5 All Retirees (retired after July 1, 2002) and eligible dependents who are Medicare eligible must provide both Medicare Part A and Part B coverage's to be eligible for coverage's provided by the City. The City shall reimburse each retiree for his/her Medicare Part B cost each December provided the retiree submits a copy of his/her Medicare Card to the Chief Financial Officer, 65 Central Avenue, Hackensack, New Jersey 07601, prior to the year end wherein he/she becomes Medicare eligible.
- 17.6 The health benefits and prescription program provided by the City to eligible retirees who are Medicare eligible shall be at the same level as provided to active employees. Additionally, HMO or P.O.S. coverage is not available to Medicare eligible retirees or spouse.
- 17.7 The City and the Union agree that successor collective bargaining agreements shall neither increase the health benefit deductible to exceed \$1,000. (\$1,000 for Medicare eligible retiree's spouse or dependent) nor increase the Prescription Plan co-pay to exceed \$20.00 for name brand and \$8.00 for generic brand drugs without the written majority consent of all retired Union members who retired subsequent to July 1, 2002.

**17.8** Effective January 1, 1985, the City and the Members of the Union shall provide a Dental Benefit Insurance Program during the term of this Agreement sponsored by Delta Dental Insurance, together with orthodontic coverage not to exceed \$800 per year per patient, subject to the following conditions:

- a. The City shall pay the lesser of 50% of the enrollee's annual premium or \$150.00 (pro rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.
- b. It is understood and agreed that no employee shall be obligated to participate in said program. Once enrolled, at the inception of the program or subsequently at future annual enrollment dates, an employee may voluntarily terminate enrollment. Re-enrollment shall be permitted at the next annual enrollment date, however no employee will be permitted to terminate enrollment more than two (2) times during their continuous employment.
- c. Part-time and seasonal employees shall not be eligible for this insurance.
- d. Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided however that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- e. The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and receives a bi-weekly pay check.
- f. Once enrolled, the employee may not voluntarily change his or her enrollment status (i.e., single, husband and wife, parent and child, family) unless the change is as a result of a bonafide status change (i.e., birth, marriage, death, divorce, adoption, emancipation of dependent child).
- g. All enrollees shall pay their share of the monthly premium via payroll deductions, which shall be withheld and paid one month in advance of coverage.

**17.9** Each employee or retiree is responsible to notify the City Manager immediately of any qualifying events regarding the group medical and dental plans.

A qualifying event is:

1. Marriage
2. Divorce
3. Birth
4. Death
5. Emancipation of Dependent
6. Adoption
7. 65th Birthday

Failure to immediately notify the City Manager will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

#### **ARTICLE 18 – FUNERAL LEAVE**

**18.1** Three (3) working days in the event of a death occurring in the immediate family (spouse, child, stepchild, parent, stepparent, brother or sister, grandparents or grandchildren).

**18.2** Two (2) working days for mother-in-law, father-in-law, brother-in-law or sister-in-law.

**18.3** All funeral leave must be used within seven (7) days of the funeral.

**18.4** An employee may use Sick Leave to expand his Funeral Leave with the prior permission of the Chief or his designee.

#### **ARTICLE 19 - PERSONAL DAY**

**19.1** Two (2) Personal Days off with pay shall be granted to all members of the Bargaining Unit to be used within that calendar year.

19.2 The Personal Day shall be requested, in writing, seventy-two (72) hours in advance, and approved by the Fire Chief. The day shall not be used before or after a scheduled vacation period or a legal holiday as defined by the State of New Jersey.

19.3 A first year employee shall be eligible for this benefit only upon completion of the probationary period.

#### **ARTICLE 20 - OVERTIME**

20.1 Overtime, which shall be defined as hours worked in excess of forty (40) per work week, shall be compensated at time and one-half. Such hours shall be computed to the nearest quarter (1/4) hour and shall become applicable only after the first quarter (1/4) of work.

#### **ARTICLE 21 - OPEN**

#### **ARTICLE 22 - RECALL AND BEEPER SYSTEM**

22.1 All EMT-D's shall be subject to recall.

22.2 When recalled, members shall be guaranteed a minimum of two (2) hours work which shall be paid at the time and one-half rate.

22.3 The City shall purchase and supply each unit member with a beeper and charger for recall.

22.4 The City shall be responsible for the cost of repair, maintenance and replacement of this equipment, which shall be the City's property.

22.5 The City shall retain sole discretion over equipment design and modification.

**22.6** All members on recall shall be responsible to tone-test their beepers to insure that each beeper is receiving a transmission from Fire Headquarters, which test signal will be transmitted daily at 1200 and 1900 hours.

**22.7** If for any reason a member on recall is unable to receive a recall notification via his beepers, he shall notify Fire Headquarters immediately and shall be available to receive notification via telephone.

### **ARTICLE 23 - FAILURE TO ANSWER RECALL**

**23.1** Response time for members on recall shall be one and one-half (1-1/2) minutes for each mile he resides from fire headquarters. All members shall be allotted a minimum of thirty (30) minutes from notification, as set forth below, to respond.

**23.2** Members on recall who leave their residence shall be allotted the same time to respond, as they would have been entitled to if they remained at their residence.

**23.3** Notification shall mean activation of the beeper paging system. Personal notification or attempted notification at telephone number provided to the Department by the EMT-D for recall purposes shall be in accordance with Article 22.7.

**23.4** Members who fail to report for recall in accordance with the provisions of the Article may be subject to disciplinary action.

### **ARTICLE 24 - OPEN**

### **ARTICLE 25 - OPEN**

## **ARTICLE 26 - GRIEVANCE PROCEDURE**

**26.1** The purpose of the grievance procedure shall be to settle all grievances between the City and the Union as quickly as possible, so as to insure efficiency and promote employees' morale.

**26.2** A grievance shall be defined to mean an alleged violation by an employee, group of employees, or the Union, or by the City of any provision of this Agreement.

**26.3** No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.

**26.4**

- a. The matter shall first be discussed orally with the employee's immediate supervisor within eight (8) days of occurrence giving rise to the grievance. If such discussion does not resolve the grievance, it may be processed to the next step.
- b. Within eight (8) days, exclusive of Saturday and Sunday, from receiving a final answer from the employee's immediate supervisor, the grievance shall be presented in writing to the Chief of the Fire Department, who shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within eight (8) days, exclusive of Saturdays and Sundays, of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.
- c. Within eight (8) days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the Chief, either party may then request a hearing before the City Manager in accordance with the rules and regulations of the Fire Department and Civil Service regulations. Either party may appeal the City Manager's ruling to the Civil Service Commission or the Public Employment Relations Commission to provide arbitration service, or submit the grievance to the arbitration panel established by the Governor under the provisions of P. L. 1968, c.303 New Jersey Employer-Employee Relations Act. The authority of the arbitrator shall be limited to the interpretation and application of this Agreement. He shall have no right to add to or subtract from the Agreement.

The decision of the arbitrator shall be final and binding on both parties. Any expenses incidental to arbitration shall be borne by the party losing the appeal.

#### **ARTICLE 27 - WORKING RULES**

27.1 This agreement is not to conflict with the rules and regulations governing the City, the Fire Department or specifications of the Department of Civil Service. Civil Service specifications shall prevail for all positions.

#### **ARTICLE 28 - LABOR REQUIREMENTS**

28.1 As covered in the Rules and Regulations of the City Fire Department.

#### **ARTICLE 29 - PROTECTION OF PROPERTY AND EQUIPMENT**

29.1 It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean and returned to its place of storage in accordance with the Fire Department Rules and Regulations.

#### **ARTICLE 30 - DUES DEDUCTIONS/AGENCY SHOP**

30.1 The City shall deduct Union dues in accordance with State Statutes.

30.2 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the

regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employee in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

**30.3** The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

#### **ARTICLE 31 - MANAGEMENT RIGHTS**

**31.1** The Union recognizes that the City may not, by agreement, delegate authority and responsibility, which by law are imposed upon and lodged with the City.

**31.2** The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following:

- a) To direct employees of the City.
- b) To hire, assign, promote, transfer and retain employees covered by this Agreement with the City or to suspend, demote, discharge, or take disciplinary action against employees.
- c) To make work assignments, work and shift schedules, including overtime assignments.



- d) To relieve employees from duties because of lack of work or other legitimate reasons.
- e) To maintain the efficiency of the City operations entrusted to them.
- f) To determine the methods, means and personnel by which such operations are to be conducted.

## **ARTICLE 32 - UNION ACTIVITIES**

**32.1** The IAFF's President or his designated non-EMT-D representative shall be given time off with pay for attendance at unfair practice proceedings and for the processing of grievances, including arbitration. The President and the negotiating committee\* shall be given time off with pay for collective bargaining meetings, inclusive of arbitration, provided that this time off is with the Fire Chief's permission and does not adversely affect the safe and efficient delivery of emergency medical services.

\*One (1) EMT-D and One (1) Fire Fighter

**32.2** The City shall permit membership meetings of the Union, monthly, with the prior approval of the Fire Chief. Members at the outlying station shall be permitted to attend, weather permitting. Union meetings shall be rescheduled if they conflict with a Fire Department emergency, training program or weather condition. At the beginning of each year, the Union shall advise the Fire Chief of tentative meeting dates scheduled for that year.

32.3 The Squad Leader or the Assistant Squad Leader shall be given one (1) day off with pay for attendance at the Annual State Conference. A second day off with pay for conference attendance may be provided at the discretion of the Chief. The Squad Leader or Assistant must notify the Fire Chief in writing seven (7) days in advance of the scheduled meeting to facilitate proper manpower planning. The Fire Chief may require proof of attendance from the Representative.

### **ARTICLE 33 - OUT OF JOB - DESCRIPTION WORK**

33.1 Employees covered by this Agreement shall not be compelled to perform out-of-job description work as defined by the Civil Service Commission.

### **ARTICLE 34 - PERSONNEL FILES**

34.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Department Head, and may be used for evaluation purposes.

34.2 Upon advance notice at reasonable times, any employee may review his personnel file. However, this appointment for review must be made through the Department Head or his designated representative at times mutually convenient.

34.3 Whenever a written complaint concerning an EMT-D or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all known details of the complaint, including the identity of the complainant.

34.4 All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from. Removal of any material from a personnel file by any member of the Union shall subject that member to appropriate disciplinary action.

#### **ARTICLE 35 - MISCELLANEOUS**

35.1 The City recognizes the principle that the Union and the City are equal partners and have equal rights in the collective bargaining process. The City agrees not to discriminate against anyone because of its activities on behalf of the Union.

#### **ARTICLE 36 - DURATION**

36.1 Except as this Agreement shall otherwise provide, it shall become effective upon passage by the City Council of the City of Hackensack and shall commence January 1, 2007 and continue in effect until December 31, 2009. This Agreement shall continue in full force and effect until superseded by another Agreement provided both sides mutually agree.

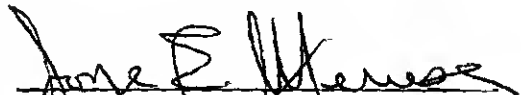
36.2 This Agreement contains the full and entire understanding of the parties in its full and final settlement of all wages and terms and conditions of employment.


36.3 The parties agree that the Union shall be supplied with a reasonable number of copies of this Agreement.

HACKENSACK FIRE FIGHTERS  
ASSOCIATION LOCAL 2081A  
A. F. L. - C. I. O.

CITY OF HACKENSACK

  
PRESIDENT

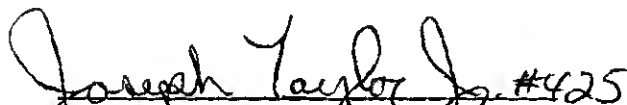
  
MAYOR

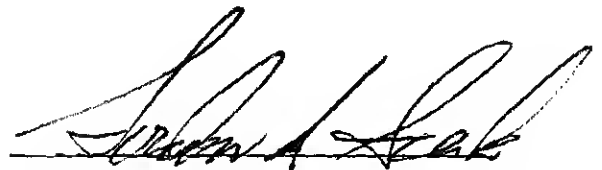
  
SECRETARY

  
ATTEST: CITY CLERK

  
CITY MANAGER

ATTEST:

  
SHOP STEWARD



ATTEST:



# APPENDIX A

## BASE SALARIES - EMT

<u>E. M. T.</u>	<u>01-01-06</u>	<u>01-01-07</u>	<u>01-01-08</u>	<u>01-01-09</u>
Step 6	55,404	57,343	59,637	61,724
5	49,627	51,243	53,155	54,894
4	43,852	45,145	46,674	48,065
3	38,075	39,045	40,192	41,235
2	32,301	32,947	33,712	34,408
1	26,526	26,849	27,231	27,579
Percentage at Step 6		3.5	4.0	3.5

The prior step movement procedure shall continue.